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**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION**

MARK GRAHAM individually and on
behalf of all others similarly situated,

Plaintiff,
v.

THE HERTZ CORPORATION, as
Defendant.

Case No:

**CLASS ACTION/REPRESENTATIVE
COMPLAINT FOR:**

- 1) **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF THE FAIR LABOR STANDARDS ACT, §§ 29 U.S.C. 201, et seq.;**
- 2) **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, et seq.;**
- 3) **FAILURE TO PROVIDE REQUIRED MEAL AND REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE WAGE ORDER;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;**
- 5) **FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;**
- 6) **FAILURE TO REIMBURSE NECESSARY EXPENDITURES IN VIOLATION OF CAL. LAB. CODE § 2802**
- 7) **VIOLATION OF THE BUSINESS AND PROFESSIONS CODE. §**

17200, et seq.;

JURY TRIAL DEMANDED

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Trial Counsel for Plaintiff, Proposed Class, and Collective Members

Plaintiff, MARK GRAHAM (hereinafter “Plaintiff”), individually and on behalf of all others similarly situated, by and through his attorneys, hereby brings this Collective/Class Action Complaint against Defendant THE HERTZ CORPORATION (hereinafter “Defendant”) and states as follows:

INTRODUCTION

1. This is a collective and class action brought pursuant to 29 U.S.C. § 216(b) and Fed. R. Civ. P. 23 by Plaintiff, individually and on behalf of all similarly situated persons employed by Defendant arising from Defendant’s willful violations of the Fair Labor Standards Act (“FLSA,” or 29 U.S.C. § 201 *et seq.*); California Labor Code (“Labor Code”) §§ 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1198, 2802; and California Industrial Welfare Commission Wage Order No. 4; California Business & Professions Code § 17200, *et seq.*

2. Plaintiff was employed by Defendant as a Damage Appraiser. In that role,

1 Plaintiff was tasked with appraising damage on Defendant's rental vehicles and for
2 contacting body shops and parts vendors to perform any necessary repairs.

3 3. As alleged herein, Defendant unlawfully classified Damage Appraisers,
4 such as Plaintiff, as exempt from the overtime provisions of the FLSA and from the
5 protections of the Labor Code. Defendant deemed by its classification of Plaintiffs and
6 other Damage Appraisers as "exempt" that all such employees were not entitled to
7 receive a premium for any overtime hours worked, nor were they entitled to meal and
8 rest breaks, as provided by the Labor Code. Furthermore, Defendant failed to provide
9 wage statements that met the statutory requirements of the Labor Code and failed to pay
10 all wages in a timely manner.

11 4. Plaintiff, like his fellow Damage Appraisers in Defendant's rental car
12 locations across the country, in the past and to this day, were systematically denied any
13 overtime pay for hours worked in excess of forty (40) hour in a week or (for the
14 California Damage Appraisers) for hours in excess of eight (8) in a single day.

15 5. Accordingly, because Defendant classified all Damage Appraisers as
16 exempt employees, Plaintiff brings this action on behalf of himself and all similarly
17 situated employees defined as: "All individuals who are or previously were employed
18 by Defendant as a Damage Appraiser and classified as exempt at any time during the
19 period beginning on the date four (4) years before the filing of this Complaint and
20 ending on a date determined by the Court."

21 6. Plaintiff seeks a declaration that his rights, and the rights of all other
22 Damages Appraisers, were violated, an award of unpaid wages, an award of liquidated
23 damages, statutory penalties, injunctive and declaratory relief, attendant penalties, and
24 an award of attorneys' fees and costs to make them whole for damages they suffered,
25 and to ensure that they and future workers will not be subjected by Defendant to such
26 illegal conduct in the future.

27 **JURISDICTION AND VENUE**

1 listed as 8501 Williams Road, Estero, Florida 33928. Its registered agent for service in
2 California is C T Corporation System (C0168406).

3 15. Defendant is a for-profit corporation, which owns and operates Hertz rental
4 car facilities and locations across the United States at airports (including the Fresno
5 airport where Plaintiff was employed) and other non-airport locations.

6 16. Defendant, The Hertz Corporation, “is a subsidiary of Hertz Global
7 Holdings, Inc. and operates the Hertz, Dollar and Thrifty vehicle rental brands in
8 approximately 10,200 corporate and franchisee locations throughout North America,
9 Europe, The Caribbean, Latin America, Africa, the Middle East, Asia, Australia and
10 New Zealand. The Hertz Corporation is one of the largest worldwide rental companies,
11 and the Hertz brand is one of the most recognized in the world.” *See*,
12 <http://ir.hertz.com/company-overview> (last visited on 2/20/2020).

13 17. Additionally, “The Hertz Corporation owns the vehicle leasing and fleet
14 management leader Donlen, operates the Firefly vehicle rental brand and Hertz 24/7 car
15 sharing business in international markets and sells vehicles through Hertz Car Sales.”
16 *See*, <http://ir.hertz.com/company-overview> (last visited on 2/20/2020).

17 **GENERAL ALLEGATIONS**

18 18. Defendant describes itself as “one of the top car rental/leasing providers in
19 the world.” *See*, <https://hertz.jobs/> (last visited on 2/17/2020). Indeed, Defendant is
20 one of the nation’s largest car rental corporations with “thousands of locations ...
21 including 3,000 neighborhood locations in the U.S.” *See*,
22 <https://www.hertz.com/rentacar/reservation/> (last visited on 2/17/2020).

23 19. Upon information and belief, Defendant has employed hundreds, if not
24 thousands, of Damage Appraisers in the United States over the past four years.

25 20. Damage Appraisers, such as Plaintiff, document and report damage on
26 Defendant’s vehicles, then contact body shops and parts vendors to perform the
27 necessary repairs.
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1 21. Plaintiff and all other Damage Appraisers are trained and provided with
2 detailed instructions from Defendant on how to document and report damages identified
3 on a rental vehicle. Damage Appraisers are *not* permitted to deviate from Defendant's
4 detailed procedures and policies in conducting their damage appraisals.

5 22. Plaintiff and all other Damages Appraisers are also instructed by
6 Defendant on which vehicles to inspect and appraise, as well as what body shops and
7 parts vendors to subsequently contact to perform the repairs. Plaintiff and all other
8 Damage Appraisers had no independent decision making authority in this regard and
9 were not permitted to independently deviate from the instructions provided by
10 Defendant.

11 23. Plaintiff and all other Damages Appraisers did not manage other
12 employees; nor did they have any authority to discipline, hire, or fire other employees.

13 24. As evidence by the uniformity of the job postings on Defendant's website,
14 the responsibilities and requirements of Damage Appraisers were the same from
15 location to location. *See, Exhibit B.*

16 25. No four-year college education is required to be a Damage Appraiser for
17 Defendant. *See, Exhibit B.*

18 26. During the course of a work day, the Damage Appraisers' supervisors
19 identify any vehicle that needs a damage appraisal. On average, Plaintiff estimates he
20 performed damage appraisals on eight (8) to ten (10) vehicles per day. However, during
21 the peak seasons he averaged ten (10) to fifteen (15) vehicles per day.

22 27. A Damage Appraiser, such as Plaintiff, begins an appraisal with a visual
23 inspection of the vehicle, taking notes of where the vehicle is damaged, and identifying
24 any parts that may need to be replaced. Next, the Damage Appraiser photographs any
25 areas of damage for Defendant's records. The information collected is then inputted
26 into Defendant's computer systems in order for a work order estimate to be generated.

27 28. Once the information gathered during the initial assessments is entered into
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1 the computer, Damage Appraisers must wait for approval from Defendant on the work
2 order estimate that was generated by Defendant's computer systems. Once Defendant
3 approves the work order estimate, a purchase order for parts is generated.

4 29. After Defendant approves the purchase order, the Damage Appraisers
5 contact the parts vendor and body shop, both of which are selected by Defendant's
6 District Manager, and the vehicle repair process begins.

7 30. Often times throughout the day, Damage Appraisers will receive phone
8 calls on their cellphones from auto body shops and parts suppliers regarding vehicle
9 repairs. Defendant did not provide any reimbursement to Damage Appraisers for the
10 use of their cell phones, which amounted to a necessary business expense. As discussed
11 below, Defendant's failure to reimburse Plaintiff and the other Damage Appraisers for
12 this expense is a violation of the Labor Code.

13 31. Despite Defendant's classification of its Damage Appraisers as exempt
14 from the overtime protections of the FLSA and the Labor Code, the primary duties,
15 responsibilities and actual circumstances of Damage Appraisers' work environment, as
16 well as the character of their jobs as a whole, dictate that they were and/or are not
17 exempt under the FLSA. The reality was and is that Plaintiffs and members of the
18 putative Class/Collective were and/or are not exempt employees.

19 32. Plaintiffs and all other Damage Appraisers did not perform job duties,
20 which involve the exercise of discretion and/or independent judgment, nor did they
21 enjoy the authority to make independent decisions on matters that affected the business
22 as a whole or any significant part of the business. Their respective job duties did not
23 include engaging in any type of analysis, nor the creation of any reports, but instead
24 they simply followed and/or utilized automated and pre-established procedures,
25 checklists or formats in performing all job duties, even including those which arguably
26 did not involve menial tasks.

27 33. As a result, Defendant has engaged in a systematic practice of using and
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1 forcing its salaried Damage Appraisers who do not receive overtime pay to work many
2 hours in order to avoid having to pay its other hourly employees overtime wages.

3 34. Plaintiff herein alleges on behalf of himself and all other salaried Damage
4 Appraisers that Defendant's failure to pay overtime and other compensation was and is
5 a knowing and willful violation of the overtime wage requirements of the FLSA and the
6 Labor Code. Accordingly, Plaintiff and the other salaried Damage Appraisers are
7 entitled to recover all overtime pay due from overtime hours worked for which
8 compensation was not paid, an equal sum for liquidated damages, prejudgment interest,
9 attorneys' fees and costs under the FLSA's three (3) year statute of limitations.

10 **Meal and Rest Period Violations**

11 35. Under California law, employers *must* provide a meal period of at least 30
12 minutes for every five (5) hours worked. Cal. Lab. Code § 512(a) states:

13 An employer may not employ an employee for a work period of more than
14 five hours per day without providing the employee with a meal period of
15 not less than 30 minutes, except that if the total work period per day of the
16 employee is no more than six hours, the meal period may be waived by
17 mutual consent of both the employer and employee. An employer may not
18 employ an employee for a work period of more than 10 hours per day
without providing the employee with a second meal period of not less than
30 minutes, except that if the total hours worked is no more than 12 hours,
the second meal period may be waived by mutual consent of the employer
and the employee only if the first meal period was not waived.

19 36. Additionally, the applicable Industrial Welfare Commission Wage Order
20 states that an employee is also entitled to a ten (10) minute break for each four (4) hour
21 period, or major fraction thereof, worked.

22 37. However, Defendant failed to provide their Damage Appraisers with a 30-
23 minute meal period for every five (5) hours worked, or a rest period for each four (4)
24 hour period worked. To the extent the opportunity for a meal or rest break did present
25 itself those breaks were either cut short or interrupted with work tasks.

26 38. Accordingly, Plaintiff and the class are entitled to one additional hour of
27 compensation per workday for a missed meal and rest period.

28 **Defendant Unlawfully Benefitted From Uncompensated Overtime**

1 39. Plaintiff regularly worked in excess of eight (8) hours in a day and forty
2 (40) hours in a week, but never received overtime premiums at one-and-one-half his
3 regularly hourly rate, as was required by the FLSA and the Labor Code.

4 40. At all relevant times, Defendant directed and directly benefited from the
5 uncompensated overtime work performed by Plaintiff and all similarly situated Damage
6 Appraisals.

7 41. At all relevant times, Defendant controlled the work schedules, duties,
8 protocols, assignments and employment conditions of Damage Appraisers.

9 42. At all relevant times, Defendant was able to track the amount of overtime
10 their Damage Appraisers worked; however, Defendant failed to document, track, or pay
11 its Damage Appraisers for overtime work they performed.

12 43. At all relevant times, Plaintiff and all other Damage Appraisers should
13 have been classified as non-exempt employees, subject to the requirements of the FLSA
14 and the California Labor Code.

15 44. At all relevant times, Defendant's policies and practices deprived Plaintiff
16 and all other Damage Appraisers of overtime wages because Defendant's Damage
17 Appraisers typically worked over forty (40) hours in a workweek, and more than eight
18 (8) hours per day.

19 45. Defendant knew or should have known that Plaintiff and other Damage
20 Appraisers should have been classified as non-exempt employees and should have been
21 paid overtime premiums. Indeed, in light of the facts cited above regarding the Damage
22 Appraisers' job duties, there is no conceivable way for Defendant to establish that it
23 acted in good faith.

24 46. As an example of particular workweeks where Defendant failed to pay
25 Plaintiff overtime for hours worked in excess of 40 hours (as mandated by the FLSA
26 and California Labor Code) Plaintiff has attached several exemplary paystubs. *See,*
27 ***Exhibit C***, Exemplary Paystubs. Each of the attached paystubs confirms Plaintiff was
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1 paid on a salary, did not receive overtime, and was provided with paystubs that did not
2 reflect the true number of hours worked.

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4 **FLSA COLLECTIVE ACTION ALLEGATIONS**

5 47. Plaintiff brings this action pursuant to 29 U.S.C. § 216(b) of the FLSA on
6 his own behalf and on behalf of:

7 *All individuals who are or previously were employed by Defendant as a*
8 *Damage Appraiser and were classified as exempt at any time during the*
9 *period beginning on the date three (3) years before the filing of this*
10 *Complaint and ending on a date determined by the Court*

11 (hereinafter referred to as the “FLSA Collective”). Plaintiff reserves the right to amend
12 this definition if necessary.

13 48. Defendant is liable under the FLSA for, *inter alia*, failing to properly
14 compensate Plaintiff and other similarly situated Damage Appraisers.

15 49. Excluded from the proposed FLSA Collective are Defendant’s executives,
16 administrative and professional employees, including computer professionals and
17 outside sales persons.

18 50. Consistent with Defendant’s policy and pattern or practice, Plaintiff and
19 the members of the FLSA Collective were not paid premium overtime compensation
20 for all hours they worked beyond 40 hours in a workweek.

21 51. All of the work that Plaintiff and the FLSA Collective members performed
22 was assigned by Defendant, and/or Defendant was aware of all of the work that Plaintiff
23 and the FLSA Collective members performed.

24 52. As part of its regular business practice, Defendant intentionally, willfully,
25 and repeatedly engaged in a pattern, practice, and/or policy of violating the FLSA with
26 respect to Plaintiff and the FLSA Collective members. This policy and pattern or
27 practice includes, but is not limited to:

- 28 a. Willfully misclassifying its employees, including Plaintiff and the FLSA
Collective, as exempt from the overtime protections of the FLSA;

b. Willfully failing to pay its employees, including Plaintiff and the FLSA Collective, for all overtime premium wages for all hours worked in excess of 40 hours per workweek; and

c. Willfully failing to accurately record all of the time that its employees, including Plaintiff and the FLSA Collective, worked for Defendant's benefit.

53. Defendant is aware or should have been aware that federal law required it to pay Plaintiff and the FLSA Collective overtime premiums for all hours worked in excess of 40 per workweek.

54. Defendant failed to properly maintain timekeeping and payroll records pertaining to the FLSA Collective under the FLSA, 29 U.S.C. 211(c).

55. Defendant's unlawful conduct was widespread, repeated, and consistent.

56. A collective action under the FLSA is appropriate because the employees described above are "similarly situated" to Plaintiff under 29 U.S.C. § 216(b). The employees on behalf of whom Plaintiff brings this collective action are similarly situated because (a) they have been or are employed in the same or similar positions; (b) they were or are performing the same or similar job duties; (c) they were or are subject to the same or similar unlawful practices, policies, or plans; and (d) their claims are based upon the same factual and legal theories.

57. The employment relationships between Defendant and every proposed FLSA Collective member are the same and differ only by name, location, and rate of pay. The key issues do not vary substantially among the proposed FLSA Collective members.

58. There are many similarly situated current and former Damage Appraisers who were underpaid in violation of the FLSA who would benefit from the issuance of a court-authorized notice of this lawsuit and the opportunity to join it.

59. Notice should be sent to the FLSA Collective pursuant to 29 U.S.C. § 216(b).

1 60. Those similarly situated employees are known to Defendant, are readily
2 identifiable, and can be located through Defendant's records.

3 61. Plaintiff estimates the proposed FLSA Collective, including both current
4 and former employees over the relevant period will include several hundred, if not
5 thousands, of workers. The precise number of FLSA Collective members should be
6 readily available from a review of Defendant's personnel and payroll records.

7 **CALIFORNIA CLASS ACTION ALLEGATIONS**

8 62. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23(b)(3) on his own
9 behalf and on behalf of all similarly situated current and former Damage Appraisers of
10 Defendant who are or were employed at any time in the last four years. Plaintiff
11 proposes the following class definition:

12 *All individuals who are or previously were employed by Defendant as a*
13 *Damage Appraiser and were classified as exempt at any time during the*
14 *period beginning on the date four (4) years before the filing of this*
 Complaint and ending on a date determined by the Court

15 (hereinafter referred to as the "California Class"). Plaintiff reserves the right to amend
16 the putative class definition if necessary.

17 63. Plaintiff shares the same interests as the putative class and will be entitled
18 under the California Labor Code to unpaid overtime compensation, attorneys' fees, and
19 costs and lost interest owed to them under nearly identical factual and legal standards
20 as the remainder of the putative class.

21 64. The putative California Class meets the numerosity requirement of Rule
22 23(a)(1) because, during the relevant period, Defendant employed hundreds of Damage
23 Appraisers in California. The California Class members are so numerous that joinder
24 of all such persons is impracticable and that the disposition of their claims in a class
25 action rather than in individual actions will benefit the parties and the Court. The precise
26 number of California Class members should be readily available from a review of
27 Defendant's personnel, scheduling, time, phone, online social media, and payroll
28 records, and from input received from the putative California Class members.

1 65. The putative California Class meets the commonality requirement of Rule
2 23(a)(2) because, during the relevant period, Defendant engaged in a common course
3 of conduct that violated the legal rights of Plaintiff and the California Class. Individual
4 questions that Plaintiff's claims present, to the extent any exist, will be far less central
5 to this litigation than the numerous material questions of law and fact common to the
6 California Class, including but not limited to:

- 7 a. Whether Defendant misclassified Plaintiff and the California
8 Class as exempt from the Labor Code;
- 9 b. Whether Defendant engaged in a policy or practice of failing to
10 pay each California Class member overtime compensation for
11 each overtime hour worked;
- 12 c. Whether Defendant failed to provide each California Class
13 member with at least one 30-minute meal period on every
14 workday of at least 5 hours and a second 30-minute meal period
15 on every workday of at least 10 hours as required by the
16 California Employment Law and Regulations;
- 17 d. Whether Defendant violated sections 201 to 203 of the Labor
18 Code by willfully failing to pay all wages and compensation due
19 each Class member who quit or who was discharged;
- 20 e. Whether Defendant violated section 226 of the Labor Code by
21 willfully failing to provide accurate itemized wage statements
22 showing, *inter alia*, the number of hours worked by each
23 California Class member and the corresponding hourly rate;
- 24 f. Whether Defendant violated sections 1174 and 1175 of the Labor
25 Code and the applicable Industrial Welfare Commission Orders
26 by failing to maintain records pertaining to when California
27 Class members began and ended each work period, the total daily
28 hours worked, and the total hours worked per pay period;
- g. Whether Defendant engaged in unfair business practices in
violation of Business and Professions Code section 17200, *et*
seq.; and
- h. Whether Defendant should be required to pay compensatory
damages, attorneys' fees, penalties, costs, and interest for
violating California state law.

66. The status of all individuals similarly situated to Plaintiff raises an identical
legal question: whether Defendant's Damage Appraisers are misclassified and are
entitled to back wages, including overtime.

1 67. The putative California Class meets the typicality requirement of Rule
2 23(a)(3) because Plaintiff and the putative California Class members were all employed
3 by Defendant as Damage Appraisers and performed their job duties without receiving
4 all wages, including overtime wages, owed for that work.

5 68. The California Class meets the adequacy requirement of Rule 23(a)(4)
6 because there is no apparent conflict of interest between Plaintiff and the putative
7 California Class members, and because Plaintiff's attorneys have successfully
8 prosecuted many complex class actions, including wage and hour class and collective
9 actions, and will adequately represent the interests of Plaintiff and the putative Class
10 members.

11 69. The putative California Class meets the predominance requirement of Rule
12 23(b)(3), because issues common to the California Class predominate over any
13 questions affecting only individual members, including but not limited to, those listed
14 above.

15 70. The California Class meets the superiority requirement of Rule 23(b)(3)
16 because allowing the parties to resolve this controversy through a class action would
17 permit a large number of similarly situated persons to prosecute common claims in a
18 single forum simultaneously, efficiently, and without the unnecessary duplication of
19 evidence, effort, or expense that numerous individual actions would engender.

20 71. Given the material similarity of the California Class members' claims, even
21 if each California Class member could afford to litigate a separate claim, this Court
22 should not countenance or require the filing of hundreds or even thousands of identical
23 actions. Individual litigation of the legal and factual issues raised by Defendant's
24 conduct would cause unavoidable delay, a significant duplication of efforts, and an
25 extreme waste of resources. Alternatively, proceeding by way of a class action would
26 permit the efficient supervision of the putative California Class's claims, create
27 significant economies of scale for the Court and the parties and result in a binding,
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1 uniform adjudication on all issues.

2 **COUNT I**
3 **VIOLATION OF FLSA, 29 U.S.C. § 201, et seq.**
4 **FAILURE TO PAY OVERTIME WAGES**
5 **(On Behalf of the FLSA Collective)**

6 72. Plaintiff re-alleges and incorporates all previous paragraphs herein.

7 73. At all times relevant to this action, Defendant was engaged in interstate
8 commerce, or in the production of goods for commerce, as defined by the FLSA.

9 74. At all times relevant to this action, Plaintiff was an “employee” of
10 Defendant within the meaning of 29 U.S.C. § 203(e)(1) of the FLSA.

11 75. Plaintiff and the FLSA Collective members, by virtue of their job duties
12 and activities actually performed, are all non-exempt employees.

13 76. At all times, Defendant classified Plaintiff and the FLSA Collective
14 members as exempt employees, even though it knew or should have known Plaintiff
15 and the FLSA Collective were truly a non-exempt employees.

16 77. Plaintiff either: (1) engaged in commerce; or (2) engaged in the production
17 of goods for commerce; or (3) was employed in an enterprise engaged in commerce or
18 in the production of goods for commerce.

19 78. At all times relevant to this action, Defendant “suffered or permitted”
20 Plaintiff and all similarly situated current and former employees to work and thus
21 “employed” them within the meaning of 29 U.S.C. § 203(g) of the FLSA.

22 79. At all times relevant to this action, Defendant required Plaintiff and the
23 FLSA Collective members to work over forty (40) hours in a single workweek, but failed
24 to pay these employees the federally mandated overtime compensation for this work.

25 80. The off-the-clock work performed every shift by Plaintiff and the FLSA
26 Collective members is an essential part of their jobs and these activities and the time
27 associated with these activities is not *de minimis*.

28 81. In workweeks where Plaintiff and other FLSA Collective members worked
40 hours or more their overtime wages should have been paid at the federally mandated

1 rate of 1.5 times each employee's regularly hourly wage. 29 U.S.C. § 207.

2 82. Defendant's violations of the FLSA were knowing and willful. Defendant
3 knew or easily could have determined whether Plaintiff and the FLSA Collective were
4 entitled to overtime premiums. Further, Defendant could have easily accounted for and
5 properly compensated Plaintiff and the FLSA Collective for these work activities, but
6 did not

7 83. As non-exempt employees, Defendant's Damage Appraisers were entitled
8 to full compensation for all overtime hours worked at a rate of 1.5 times their "regular
9 rate" of pay.

10 84. The FLSA, 29 U.S.C. § 216(b), provides that as a remedy for a violation
11 of the Act, each employee is entitled to his or her unpaid wages (including unpaid
12 overtime), plus an additional equal amount in liquidated damages (double damages),
13 plus costs and reasonable attorneys' fees.

14 **COUNT II**
15 **VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, 1198**
16 **AND WAGE ORDER 4 – FAILURE TO PAY OVERTIME**
(On Behalf of the California Class)

17 85. Plaintiff re-alleges and incorporates all previous paragraphs herein.

18 86. At all relevant times, Plaintiff and the California Class regularly performed
19 non-exempt work and were thus subject to the overtime requirements of California law.

20 87. Labor Code §§ 510 and 1198 and Wage Order § 3(A) provide that: (a)
21 employees are entitled to compensation at the rate of one and one-half times their
22 regular rate of pay for all hours worked in excess of eight (8) hours in a workday up to
23 twelve (12) hours in a workday, in excess of forty (40) hours in a workweek, and for
24 the first eight (8) hours of work on the seventh (7th) consecutive day or a workweek;
25 and (b) employees are entitled to compensation at the rate of twice their regular rate of
26 pay for all hours worked in excess of twelve (12) hours in a workday, and in excess of
27 eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

88. At all relevant times, Plaintiff and the California Class regularly worked in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek.

89. At all relevant times, Defendant failed and refused to pay Plaintiff and the California Class members for overtime premiums.

90. Defendant intentionally, maliciously, fraudulently and with the intent to deprive the California Class of their ability to earn a living so as to reduce their labor costs, knowingly and willingly implemented a scheme or artifice to avoid paying overtime by reducing the rate of pay to Plaintiff and other California Class members who worked overtime hours.

91. Plaintiff and the California Class were entitled to receive overtime compensation at their lawful regular rate of pay, including the shift differential where applicable. Defendant's failure to pay lawful premium overtime wages, as alleged above, was a willful violation of Labor Code §§ 510, 1198, and Wage Order.

92. Wherefore, Plaintiff demands payment of the unpaid balance of the full amount of wages due for unpaid time worked, as well as overtime premiums owing, including interest thereon, penalties, reasonable attorneys' fees, and costs of suit pursuant to Labor Code §§ 1194 and 1194.2 as a result of Defendant's failure to pay for all time worked and such premium compensation, as is required under California law.

COUNT III
VIOLATION OF CALIFORNIA LABOR CODE §§ 226.7 and 512
FAILURE TO PROVIDE MEAL AND REST BREAKS
(On Behalf of the California Class)

93. Plaintiff re-alleges and incorporates all previous paragraphs herein.

94. Labor Code § 512, and Wage Order § 11(A) and (B) provide that an employer may not employ a person for a work period of more than five (5) hours without providing the employee with a meal period of not less than thirty (30) minutes, and may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than (30) minutes.

1 95. Additionally, Defendant is required to provide a rest period of ten (10)
2 minutes for each four (4) hour period, or major fraction thereof, worked.

3 96. At all relevant times, Plaintiff and the California Class consistently worked
4 in excess of five (5) or ten (10) hours in a day.

5 97. At all relevant times, Defendant regularly required employees to perform
6 work during their first and/or second meal periods, without proper compensation.
7 Further, Defendant did not provide rest breaks as is required by California law.
8 Defendant's practice of requiring employees to perform work during their legally
9 mandated meal and rest periods without premium compensation is a violation of Labor
10 Code §§ 226.7 and 512, and IWC Wage Order No. 7.

11 98. Defendant purposefully elected not to provide meal and rest periods to
12 Plaintiff and California Class members, and Defendant acted willfully, oppressively,
13 and in conscious disregard of the rights of Plaintiff and the California Class members
14 in failing to do so.

15 99. Plaintiff is informed and believes Defendant did not properly maintain
16 records pertaining to when Plaintiff and the California Class members began and ended
17 each meal period, in violation of Labor Code §1174 and Wage Order § 7(A).

18 100. As a result of Defendant's knowing, willful, and intentional failure to
19 provide meal and rest breaks, Plaintiff and the California Class members are entitled to
20 recover one (1) additional hour of pay at the employee's regular rate of pay for each
21 work day that a meal and/or rest period was not provided, pursuant to Labor Code §
22 226.7 and Wage Order § 11(D), and penalties, reasonable attorneys' fees, and costs
23 pursuant to Labor Code §§ 218.5.

24 101. Defendant's wrongful and illegal conduct in failing to provide California
25 Class members with meal or rest breaks or to provide premium compensation, unless
26 and until enjoined by order of this Court, will continue to cause great and irreparable
27 injury to Plaintiff and the California Class members in that Defendant will continue to
28

1 violate these laws unless specifically ordered to comply with the same. The expectation
2 of future violations will require current and future employees to repeatedly and
3 continuously seek legal redress in order to gain compensation to which they are already
4 entitled. Plaintiff and the California Class members have no other adequate remedy at
5 law to insure future compliance with the laws alleged herein to have been violated.

6 102. Wherefore, Plaintiff demands, pursuant to Labor Code Section 227.7(b),
7 that Defendant pay each California Class member one additional hour of pay at the
8 California Class member's regular rate of compensation for each work day that the meal
9 and/or rest period was not provided.

10 **COUNT IV**
11 **VIOLATION OF CALIFORNIA LABOR CODE § 226 and 1174**
12 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
(On Behalf of the California Class)

13 103. Plaintiff re-alleges and incorporates all previous paragraphs herein.

14 104. Labor Code §§ 226 and 1174 provide that every employer shall, semi-
15 monthly or at the time of payment of wages, furnish each employee, either as a
16 detachable part of the check or separately, an accurate, itemized statement in writing
17 showing the total hours worked, and the applicable hourly rates and corresponding total
18 number of hours worked.

19 105. At all relevant times, Defendant failed to maintain proper records and
20 furnish Plaintiff and the California Class members, either semi-monthly or at the time
21 of each payment of wages, an accurate, itemized statement conforming to the
22 requirements of Labor Code §§ 226 and 1174.

23 106. At all relevant times, Defendant failed to furnish Plaintiff and the Class
24 members with accurate wage statements in writing, showing: (1) gross wages earned;
25 (2) total hours worked by each respective employee; (3) all deductions; (4) net wages
26 earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name
27 of the employee and only the last four digits of his or her social security number or an
28

1 employee identification number; (7) the name and address of the legal entity that is the
2 employer; and (8) all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate.

4 107. Plaintiff is informed and believes that Defendant knew or should have
5 known that Plaintiff and the California Class members were entitled to receive wage
6 statements compliant with Labor Code § 226 and 1174, and that Defendant willfully
7 and intentionally failed to provide Plaintiff and the California Class members with such
8 accurate, itemized statements showing, for example, accurate hours and overtime
9 calculations.

10 108. Wherefore Plaintiff demands that Defendant pay each and every California
11 Class member fifty dollars (\$50.00) for the initial pay period in which the violation
12 occurred and one hundred dollars (\$100) for each subsequent violation, up to a
13 maximum of four thousand dollars (\$4,000.00) pursuant to Labor Code § 226, as well
14 as reasonable attorneys' fees and costs.

15 **COUNT V**
16 **VIOLATION OF CALIFORNIA LABOR CODE §§ 201, 202, 203**
17 **FAILURE TO PAY WAGES WHEN DUE**
(On behalf of the California Class)

18 109. Plaintiff re-alleges and incorporates all previous paragraphs herein.

19 110. Cal. Lab. Code § 200 provides that:

20 As used in this article:(a) "Wages" includes all amounts for labor
21 performed by employees of every description, whether the amount is fixed
22 or ascertained by the standard of time, task, piece, Commission basis, or
23 other method of calculation. (b) "Labor" includes labor, work, or service
24 whether rendered or performed under contract, subcontract, partnership,
station plan, or other agreement if the labor to be paid for is performed
personally by the person demanding payment.

25 111. Cal. Lab. Code § 201 provides, in relevant part, that "[i]f an employer
26 discharges an employee, the wages earned and unpaid at the time of discharge are due
27 and payable."

28 112. Cal. Lab. Code § 202 provides, in relevant part, that:

1 If an employee not having a written contract for a definite period quits his or her
2 employment, his or her wages shall become due and payable not later than 72
3 hours thereafter, unless the employee has given 72 hours previous notice of his
4 or her intention to quit, in which case the employee is entitled to his or her wages
5 at the time of quitting. Notwithstanding any other provision of law, an employee
6 who quits without providing a 72-hour notice shall be entitled to receive payment
7 by mail if he or she so requests and designates a mailing address. The date of the
8 mailing shall constitute the date of payment for purposes of the requirement to
9 provide payment within 72 hours of the notice of quitting immediately.”

10 113. There was no definite term in Plaintiff’s or any of the other Damage
11 Appraisers’ employment contract.

12 114. The employment of Plaintiff and many other Damage Appraisers was
13 terminated and Defendant did not tender payment of earned and outstanding overtime
14 wages to these employees who actually worked overtime, as required by law.

15 115. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and
16 the putative California Class whose employment has ended, Plaintiff demands up to
17 thirty (30) days of pay as penalty for not paying all wages due at time of termination for
18 all employees whose employment terminated during the class period, and demands an
19 accounting and payment of all wages due, plus interest and statutory costs as allowed
20 by law.

21 **COUNT VI**
22 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**
23 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**
24 **(On Behalf of the California Class)**

25 116. Plaintiff re-alleges and incorporates all previous paragraphs herein.

26 117. Under Labor Code § 2802(a) an employer must indemnify its employees
27 for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties, or of his or her obedience to the directions of the
employer.

118. Damage Appraisers, such as Plaintiff, incurred necessary expenditures in
the performance of their job duties for Defendants, namely, the cost of cellphones,
which Damage Adjusters were often required to use in carrying out their job duties. For
example, when autobody shops and parts suppliers would contact Plaintiff and other

1 Damage Appraisers on their cell phones. From four (4) years prior to the original filing
2 of this lawsuit and continuing to the present, Defendants consistently failed to reimburse
3 Employees for these necessarily incurred business expenses.

4 119. As a result of the unlawful acts of Defendant, Plaintiff and the California
5 Class have been deprived of reimbursement in amounts to be determined at trial; they
6 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
7 fees, and costs.

8 **COUNT VII**
9 **VIOLATION OF BUSINESS AND PROFESSIONS CODE, § 17200, *et seq.***
10 **(On Behalf of the California Class)**

11 120. Plaintiff re-alleges and incorporates all previous paragraphs herein.

12 121. Defendant engaged and continues to engage in unfair business practices in
13 California by practicing, employing and utilizing the unlawful practices described
14 above, including: (a) requiring Damage Appraisers to work overtime without lawful
15 premium compensation; (b) failing to provide lawful meal and rest breaks or premium
16 compensation in lieu thereof; and (c) failing to provide accurate, itemized wage
17 statements.

18 122. In addition, the conduct alleged in each of the previously stated causes of
19 action constitute an unlawful and for unfair business practice within the meaning of
20 Business & Professions Code § 17200, *et seq.*

21 123. As a result of Defendant's conduct, Plaintiff and the California Class have
22 been harmed as described in the allegations set forth above.

23 124. The actions described above, constitute false, unfair, fraudulent and
24 deceptive business practices within the meaning of California Business & Professions
25 Code § 17200, *et seq.* By and through such unfair, unlawful and/or fraudulent business
26 practices, Defendant obtained valuable property, money and services from Plaintiff and
27 the California Class, and have deprived Plaintiff and the California Class fundamental
28 rights and privileges guaranteed to all employees under California law.

1 125. Defendant was unjustly enriched by the policies and practices described herein,
2 and those policies and practices conferred an unfair business advantage on Defendant over
3 other businesses providing similar services which routinely comply with the requirements
4 of California law.

5 126. Plaintiff seeks, on his own behalf, and on behalf of the putative California
6 Class members, full restitution of all monies withheld, acquired and/or converted by
7 Defendant by means of the unfair practices complained of herein, as necessary and
8 according to proof, and/or disgorgement of all profits acquired by Defendant by means
9 of the acts and practices described herein.

10 127. Plaintiff seeks, on his own behalf, and on behalf of all other California Class
11 members similarly situated, an injunction to prohibit Defendant from continuing to engage
12 in the unfair business practices complained of herein. Defendant's unlawful conduct, as
13 described above, unless and until enjoined and restrained by order of this Court, will cause
14 great and irreparable injury to Plaintiff and all California Class members in that Defendant
15 will continue to violate these California laws unless specifically ordered to comply with
16 the same. This expectation of future violations will require current and future employees
17 to repeatedly and continuously seek legal redress in order to gain compensation to which
18 they are entitled under California law. Plaintiff and the Class have no other adequate
19 remedy at law to insure future compliance with the California labor laws and wage orders
20 alleged to have been violated herein.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff on his own behalf and on the behalf of the putative
23 Collective and California Class members, requests judgment as follows:

- 24 a. Certifying this case as a collective action in accordance with 29 U.S.C. §
25 216(b) with respect to the FLSA claims set forth above;
- 26 b. Designating the named Plaintiff as Representative of the proposed FLSA
collective;
- 27 c. Ordering Defendant to disclose in computer format, or in print if no
28 computer readable format is available, the names and addresses of all those
individuals who are similarly situated, and permitting Plaintiff to send

notice of this action to all those similarly situated individuals including the publishing of notice in a manner that is reasonably calculated to apprise the potential class members of their rights under the FLSA;

- d. Certifying the proposed California Class;
- e. Designating Plaintiff as representative of the proposed California Class;
- f. Appointing Plaintiff's counsel as Class Counsel;
- g. Declaring that Defendant willfully violated the Fair Labor Standards Act and its attendant regulations as set forth above;
- h. Granting judgment in favor of Plaintiff and against Defendant and awarding the amount of unpaid overtime wages calculated at the rate of one and one-half (1.5) of Plaintiff's regular rate multiplied by the number of hours that Plaintiff worked in excess of eight (8) hours per day and/or forty (40) hours per week for the past four years;
- i. Awarding liquidated damages in an amount equal to the amount of unpaid overtime wages found due and owing;
- j. For disgorgement and restitution to Plaintiff and other similarly effected Class members of all funds unlawfully acquired by Defendant, and withheld from Plaintiff and the California Class, by means of any acts or practices declared by this Court to violate the mandate established by California Business and Professions Code § 17200, *et seq.*;
- k. Declaring Defendant willfully violated the Labor Code by failing to reimburse Plaintiff and the California Class for necessary business expenses, as required by Labor Code § 2802;
- l. For an injunction prohibiting Defendant from engaging in the unfair business practices complained of herein;
- m. For an injunction requiring Defendant to give notice to persons to whom restitution is owing and the means by which to file for restitution;
- n. For an order requiring Defendant to show cause, if any there be, why they should not be enjoined and ordered to comply with the applicable California Industrial Welfare Commission wage orders related to record keeping for Defendant's employees related to same; and for an order enjoining and restraining Defendant and its Damage Appraisers, servants and employees related thereto;
- o. For actual damages or statutory penalties according to proof as set forth in California Labor Code §§ 226, 1174, and Wage Order § 7(A) related to record keeping;

For statutory and civil penalties pursuant to Labor Code §§ 225.5, 226(e), 226.3, and 226.7;
- p. For pre-judgment interest as allowed by California Labor Code §§ 218.6, 1194 and California Civil Code § 3287 and other statutes;

- 1 q. For reasonable attorneys' fees, expenses, and costs as provided by the
2 FLSA, California Labor Code §§ 218.5, 226(e) and (g), 1194, and
3 California Code of Civil Procedure § 1021.5; and
4 r. For such other and further relief the Court may deem just and proper.

5 **JURY DEMAND**

6 Plaintiff, individually and on behalf of all others similarly situated, by and
7 through his attorneys, hereby demands a trial by jury pursuant to Rule 38 of the Federal
8 Rules of Civil Procedure and the court rules and statutes made and provided with respect
9 to the above entitled cause.

10 Respectfully Submitted,

11 Dated: March 4, 2020

12 By: /s/ Gregory Mauro

13 James Hawkins (SBN 192925)
14 Gregory Mauro (SBN 222239)
15 Michael Calvo (SBN 314986)
16 JAMES HAWKINS, APLC
17 9880 Research Drive, Suite 200
18 Irvine, California 92618
19 Tel: 949-387-7200
20 james@jameshawkinsaplc.com
21 greg@jameshawkinsaplc.com
22 michael@jameshawkinsaplc.com

23 Kevin J. Stoops (*pro hac vice*
24 forthcoming)
25 kstoops@sommerspc.com
26 Charles R. Ash, IV (*pro hac vice*
27 forthcoming)
28 crash@sommerspc.com
SOMMERS SCHWARTZ, P.C.
One Towne Square, Suite 1700
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Trenton R. Kashima (SBN 291405)
SOMMERS SCHWARTZ, P.C.
402 West Broadway, Suite 1760
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Telephone: (619) 762-2125
Facsimile: (619) 762-2127

*Trial Counsel for Plaintiff and Proposed
Class
and Collective Members*

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EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA
FRESNO DIVISION**

MARK GRAHAM individually and on behalf
of all others similarly situated,

Plaintiff,

v.

THE HERTZ CORPORATION, as
Defendant.

Case No:

Consent to Join Form

I work or worked for The Hertz Corporation (hereinafter "Defendant") as a salaried Damage Appraiser and worked uncompensated overtime.

I choose to participate in the lawsuit titled *Graham v. The Hertz Corporation*, to recover unpaid overtime wages under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), and other relief under state and federal law.

I choose to be represented in this action by the named plaintiff and Sommers Schwartz, P.C. and James Hawkins, APLC. (collectively, "Plaintiff's Counsel"). I agree to be bound by their decisions in the litigation and by any adjudication of this action by a court, whether it is favorable or unfavorable. I understand that reasonable costs expended by Plaintiff's Counsel on my behalf will be deducted from any settlement or judgment amount on a pro-rata basis among all other plaintiffs. I understand that Plaintiff's Counsel will petition the Court to award them attorneys' fees from any settlement or judgment.

Print Name:

Mark Graham

Signature:

Neil Fisher

Date:

2/25/20

EXHIBIT B

Damage Appraiser

South San Francisco, California

Apply Now

General Responsibilities

At Hertz, you'll be recognized and rewarded for your hard work and abilities, and no two days are the same.

If you're looking for the benefits of joining an industry leader, with a high-charged, energy-filled environment where you learn something new every day, then look no further. Our Appraiser position has exactly what you're looking for. Bring your energy, drive and motivation to Hertz, and put your career in high gear!

This position does have a company car provided

Mandatory Requirements

Successful candidates will have 3-5 years of experience appraising vehicles. You will need strong customer service skills as you will be responsible for meeting and greeting the body shop owners working on our fleet as well as discovering new body shops to add to our vendor list.

Excellent communication skills are needed as you will also be in contact with the body shops regarding the body damage, preparing administrative paperwork for the fleet, salvage packages, and will be responsible for quality control when work is being performed on the fleet.

The preferred candidate would be ASE certified for Body Damage estimating or ICAR certified. A working knowledge of the Mitchell 6.0 appraisal system is a plus!

Candidates who have experience working with insurance agencies appraising vehicles which have been involved in accidents and have damage which requires repair.

EEO Statement

Hertz is a Drug-Free Workplace. All employment is contingent on successful completion of drug and background screening.

Hertz is an equal opportunity affirmative action employer and administers all personnel practices without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity or expression, marital status or domestic partnership status, disability, protected veteran status or military status, genetic information, or any other category protected under applicable law. Hertz is committed to taking affirmative steps to promote the employment and advancement of minorities, women, persons with disabilities and protected veterans.

Location US-CA-South San Francisco

Job ID 186859

Positions [Case 1:20-cv-00339-DAD-SKO Document 1 Filed 03/04/20 Page 31 of 39](#)

Category RAC Operations

Division RAC

Position Type Regular Full Time

Apply Now

Damage Appraiser

Windsor Locks, Connecticut

Apply Now

General Responsibilities

At Hertz, you'll be recognized and rewarded for your hard work and abilities, and no two days are the same.

If you're looking for the benefits of joining an industry leader, with a high-charged, energy-filled environment where you learn something new every day, then look no further. Our Appraiser position has exactly what you're looking for. Bring your energy, drive and motivation to Hertz, and put your career in high gear!

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Mandatory Requirements

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Candidates who have experience working with insurance agencies appraising vehicles which have been involved in accidents and have damage which requires repair.

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Location US-CT-Windsor Locks

Job ID 187126

Positions [Case 1:20-cv-00339-DAD-SKO Document 1 Filed 03/04/20 Page 33 of 39](#)

Category RAC Operations

Division RAC

Position Type Regular Full Time

Apply Now

Damage Appraiser - Dulles Airport

Leesburg, Virginia

Apply Now

General Responsibilities

At Hertz, you'll be recognized and rewarded for your hard work and abilities, and no two days are the same.

If you're looking for the benefits of joining an industry leader, with a high-charged, energy-filled environment where you learn something new every day, then look no further. Our Appraiser position has exactly what you're looking for. Bring your energy, drive and motivation to Hertz, and put your career in high gear!

This position does have a company car provided

Mandatory Requirements

Successful candidates will have 3-5 years of experience appraising vehicles. You will need strong customer service skills as you will be responsible for meeting and greeting the body shop owners working on our fleet as well as discovering new body shops to add to our vendor list.

Excellent communication skills are needed as you will also be in contact with the body shops regarding the body damage, preparing administrative paperwork for the fleet, salvage packages, and will be responsible for quality control when work is being performed on the fleet.

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Location US-VA-Sterling | US-DC-Washington | US-VA-Sterling | US-VA-Leesburg | US-DC-Washington

Job ID 175389

Positions [Case 1:20-cv-00339-DAD-SKO Document 1 Filed 03/04/20 Page 35 of 39](#)

Category Maintenance - Vehicle

Division RAC

Position Type Regular Full Time

Apply Now

EXHIBIT C

S2002E

EMPLOYEE NAME Mark J Graham			EMPLOYEE NUMBER 216625	CHECK SEQUENCE 01260	CHECK NUMBER 0009057049
PERIOD START 10-JUN-2019	PERIOD END 23-JUN-2019	PAYMENT DATE 14-JUN-2019	ORGANIZATION RAC.WEST.N PAC.Fresno.		
FEDERAL FILING INFORMATION M 3		STATE FILING INFORMATION S 3		PAYROLL Hertz CA BiWk	

EARNINGS SUMMARY

DESCRIPTION	RATE	HOURS	AMOUNT	YEAR TO DATE	DESCRIPTION	AMOUNT	YEAR TO DATE
Vacation On Term	24.0770	80.00	1,926.16	4,044.94	TAXES		
Salary Biweekly		.00	.00	23,691.77	FIT	103.60	1,286.43
RAC Fld Bonus		.00	.00	1,029.17	SS	119.42	1,692.50
TOTAL EARNINGS			1,926.16	28,765.88	MEDICARE	27.93	395.83
TOTAL HOURS WORKED		.00			California SIT	54.28	653.54
PRE-TAX DEDUCTIONS					California SDI	19.26	272.98
Dental Plan			.00	74.75	TOTAL TAXES	324.49	4,301.28
Medical Plan Deduct			.00	1,370.69	OTHER DEDUCTIONS		
Vision Plan			.00	21.99	Fed Tax Levy	.00	684.03
TOTAL PRE-TAX			.00	1,467.43	TOTAL OTHER DEDNS	.00	684.03



The Hertz Corporation
3501 Williams Rd.
Estero, FL 33928

For questions contact
AskHR at
1-800-654-3373

SUMMARY:	CURRENT	YEAR TO DATE
GROSS PAY	1,926.16	28,765.88
PRE-TAX DEDUCTIONS	.00	1,467.43
TAX DEDUCTIONS	324.49	4,301.28
OTHER DEDUCTIONS	.00	684.03
NET PAY	1,601.67	22,313.14

Current = : YTD =

REMOVE DOCUMENT ALONG THIS PERFORATION

S20321

EMPLOYEE NAME Mark J Graham			EMPLOYEE NUMBER 216625	CHECK SEQUENCE 01260	CHECK NUMBER 0009057048
PERIOD START 10-JUN-2019	PERIOD END 23-JUN-2019	PAYMENT DATE 14-JUN-2019	ORGANIZATION RAC.WEST.N PAC.Fresno.		
FEDERAL FILING INFORMATION M 3		STATE FILING INFORMATION S 3		PAYROLL Hertz CA BiWk	

EARNINGS SUMMARY

DESCRIPTION	RATE	HOURS	AMOUNT	YEAR TO DATE	DESCRIPTION	AMOUNT	YEAR TO DATE
Vacation On Term	24.0770	80.00	1,926.16	2,118.78	TAXES		
Salary Biweekly		.00	.00	23,691.77	FIT	103.60	1,182.83
RAC Fld Bonus		.00	.00	1,029.17	SS	119.42	1,573.08
TOTAL EARNINGS			1,926.16	26,839.72	MEDICARE	27.93	367.90
TOTAL HOURS WORKED		.00			California SIT	54.28	599.26
					California SDI	19.26	253.72
PRE-TAX DEDUCTIONS					TOTAL TAXES	324.49	3,976.79
Dental Plan			.00	74.75			
Medical Plan Deduct			.00	1,370.69	OTHER DEDUCTIONS		
Vision Plan			.00	21.99	Fed Tax Levy	.00	684.03
TOTAL PRE-TAX			.00	1,467.43	TOTAL OTHER DEDNS	.00	684.03

Hertz.
The Hertz Corporation
3501 Williams Rd.
Estero, FL 33928

For questions contact
AskHR at
1-800-654-3373

SUMMARY:	CURRENT	YEAR TO DATE
GROSS PAY	1,926.16	26,839.72
PRE-TAX DEDUCTIONS	.00	1,467.43
TAX DEDUCTIONS	324.49	3,976.79
OTHER DEDUCTIONS	.00	684.03
NET PAY	1,601.67	20,711.47

Current = : YTD =

REMOVE DOCUMENT ALONG THIS PERFORATION

EMPLOYEE NAME Mark J Graham			EMPLOYEE NUMBER 216625	CHECK SEQUENCE 01260	CHECK NUMBER 0009057047
PERIOD START 10-JUN-2019	PERIOD END 23-JUN-2019	PAYMENT DATE 14-JUN-2019	ORGANIZATION RAC.WEST.N PAC.Fresno.		
FEDERAL FILING INFORMATION M 3		STATE FILING INFORMATION S 3	PAYROLL Hertz CA BiWk		

EARNINGS SUMMARY

DESCRIPTION	RATE	HOURS	AMOUNT	YEAR TO DATE	DESCRIPTION	AMOUNT	YEAR TO DATE
Salary Biweekly	24.0775	24.00	577.85	23,691.77	TAXES		
Vacation On Term		8.00	192.62	192.62	FIT	.00	1,079.23
RAC Fld Bonus		.00	.00	1,029.17	SS	46.17	1,453.66
TOTAL EARNINGS			770.47	24,913.56	MEDICARE	10.80	339.97
TOTAL HOURS WORKED		24.00			California SIT	.00	544.98
PRE-TAX DEDUCTIONS					California SDI	7.45	234.46
Dental Plan			1.31	74.75	TOTAL TAXES	64.42	3,652.30
Medical Plan Deduct			24.05	1,370.69	OTHER DEDUCTIONS		
Vision Plan			.39	21.99	Fed Tax Levy	.00	684.03
TOTAL PRE-TAX			25.75	1,467.43	TOTAL OTHER DEDNS	.00	684.03

Hertz.

The Hertz Corporation
1501 Williams Rd.
Fort Lauderdale, FL 33328

For questions contact
AskHR at
1-800-654-3373

SUMMARY:	CURRENT	YEAR TO DATE
GROSS PAY	770.47	24,913.56
PRE-TAX DEDUCTIONS	25.75	1,467.43
TAX DEDUCTIONS	64.42	3,652.30
OTHER DEDUCTIONS	.00	684.03
NET PAY	680.30	19,109.80

Current = : YTD =

REMOVE DOCUMENT ALONG THIS PERFORATION